# YOUTH ENTERPRISE DEVELOPMENT FUND

# DISPOSAL OF MOTOVEHICLE, MOTORCYCLES AND EGG INCUBATORS

TENDER NO: YEDF/01/2026-2027

Closing Date: **4th December 2026** at **10:00am**

Viewing Date: **18th to 24th** November 2026

Between **9am-1pm**, **2pm -4:30pm**

Youth Enterprise Development Fund
Tel: 020 2211672, +254 723 522841
P.O Box 48610-00100, Nairobi.
Renaissance Corporate Park, Elgon Road
Email: info@youthdund.go.ke

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# INVITATION TO TENDER

PROCURING ENTITY: **Youth Enterprise Development Fund**

**DISPOSAL OF MOTORVEHILE, MOTOR CYCLE AND EGG INCUBATORS**

The **Youth Enterprise Development Fund** now invites sealed tenders from eligible candidates to purchase (EGG INCUBAOR).

1. Interested eligible candidates may obtain further information at the address provided below. Items will be Sold as they are, without any encumbrances.

2. Interested tenderers may inspect the goods to be sold during office hours between ***9:00am to 1:00pm*** **and** ***2.00pm to 4.30pm*** **on 18th to 24th November 2026** at their respective locations.

3. A complete set of tender documents may be obtained by interested candidates free of charge at www.youthfund.go.ke and www.tenders.go.ke

4. Tenderers will be required to pay in advance refundable deposits as indicated in the Appendix to Instructions to tenderers.
5. Completed tenders must be delivered to the address below on or before **4th December 2026** at **10:00am**. Electronic Tenders *will not* be permitted.

6. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
7. Tenders will be opened immediately after the deadline date and time of **4th December 2026**, 10:00am. Tenders will be publicly opened in the presence of the Tenderers' or designated representatives who choose to attend at the address below.
8. Late tenders will be rejected.
9. The addresses referred to above are:

**A.** **Address for inspecting the goods to be sold.**
Their respective locations

*Viewing Date and Time: Between* ***9:00am to 1:00pm*** **- 2.00pm - 4.00pm on 18th to 24th November** 2026

**B.** **Address for Submission of Tenders.**
Tender Box located at:
Youth Enterprise Development Fund Headquarters,
Renaissance Corporate Park,
Fourth Floor, Elgon Road.

**C.** **Address for Opening of Tenders.**
10. Renaissance Corporate Park,
Boardroom
Fourth Floor,
Elgon Road

**Head, Supply Chain Management**

# SECTION I - INSTRUCTIONS TO TENDERERS

## 1 Eligible Tenderers

1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.

1.2 Tenderers shall be under a declaration of in eligibility for corrupt or fraudulent practices

1.3 For greater certainty, employees of a public entity are allowed to participate in disposal processes through public tender and auction provided the employee is not directly involved in the disposal proceeding (tender evaluation)."

1.4 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## 2. Cost of Tendering

2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2 The Procuring Entity shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

## 3. The Tender Document

3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

i) Invitation to tender,
ii) Instructions to tenderers
iii) Schedule of items and prices
iv) Conditions of tender,
v) Form of tender,
vi) Confidential Business Questionnaire Form,
vii) Tender Commitment Declaration Form.

2.1 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will beat the tenderer's risk and may result in the rejection of its tender.

## 4 Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (30) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

4.2 Clarification of tenders shall be requested by the tenderer to be received by the Procuring Entity not later than 7 days prior to the deadline for submission of tenders.

4.3 The Procuring Entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## 5 Amendment of Documents

5.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment

5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment in to account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

## 6 Tender Prices and Currencies

6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the item sit proposes to purchase under the contract.

6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non- responsive and will be rejected.

6.3 The Price quoted shall be in Kenya Shillings.

## 7 Tender deposit

7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section III - Schedule of Items and Prices

7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the tender for the item.

7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible as but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the Procuring Entity.

7.4 The successful Tenderer's tender deposit will be credited to his tender price so that it forms part of the amount of the tender and the tender will be required to pay the tender priceless the deposit security.

7.5 The tender deposit shall be forfeited:

a) If a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity.

b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the tender price.

## 8 Validity of Tenders

8.1 Tenders shall remain valid for 60 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring Entity, pursuant to paragraph 2.10. Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

8.2 In exceptional circumstances, the Procuring Entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

## 9. Viewing of Tender Items

9.1 Prospective tenders are advised to view the items to be sold before tendering. This will enable them to arrive at the most reasonable and competitive tenders. Tenders are based on "**AS IS WHERE IS**" and the conditions of the items are not guaranteed or warranted by the seller.

## 10. Sealing and Marking of Tenders

10.1 The Tenderer shall deliver the Tender in a single, sealed envelope bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single outer envelope the Tenderer shall place another sealed envelope containing the list of and prices of the items tendered for and addressed as follows.

a) Bear the name and address (including telephone number and email) of the Tenderer;

b) Bear the name and Reference number of the Tender;

c) Bear the name and address of the Procuring Entity; and

d) Attach a payment slip or certified banking details from a bank, warranting the deposit payment made for the items tender for.

10.2 If all envelopes are not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender, or failure to contact the tenderer in case of advice on the status of the tender or refund of deposit. Tenders that are misplaced or opened prematurely will not be accepted.

### Deadline for Submission of Tenders

Tenders must be received by the Procuring Entity at the address specified not later than….(*day, date and time).*

The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.in which case all rights and obligations of the Procuring Entityandtendererspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedeadlineasextended.

## 12. Modification of tenders

12.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

12.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in Accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

12.2 No tender may be modified after the deadline for submission of tenders

## 13 Withdrawals and tenders

13.1 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

## 14 Opening of Tenders

14.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend at …….. (*Time, Day and Date)* and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

14.2 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

14.3 The Procuring Entity will prepare minutes of the tender opening.

## 15 Clarification of tenders

15.1 To assist in the examination, evaluation and comparison of tenders the Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

15.3 Any effort by the tenderer to influence the Procuring Entity in the Procuring Entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 16 Evaluation and Comparison of Tenders

16.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether the tenderer has fulfilled the eligibility criteria, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non- responsive, will be rejected by the Procuring Entity.

16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

16.3 The Procuring Entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

16.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## 17 Award Criteria

17.1 The Procuring Entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest tendered price, subject to the reserve price.

## 18 Notification of Intention to enter into a Contract/Notification of Award

18.3 Prior to the expiration of the period of tender validity, the Procuring Entity will notify the successful tenderer in writing that its tender has been accepted.

18.4 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

## 18 Canvassing/Contacting the Procuring Entity

18.1 No tenderer shall contact the Procuring Entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

18.2 Any effort by a tenderer to influence the Procuring Entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

**Appendix to Instructions to tenderers.**

The following information shall complement, supplement or amend, the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<table>
<tr><td>Instructions to Tenderers Reference</td><td>Particulars of appendix to Instructions to tenderers</td></tr>
<tr><td>10.1</td><td>Bidders should submit only One (1) original and drop in the tender box located on the Fourth Floor, Renaissance Corporate Park, Elgon Road before closing date</td></tr>
<tr><td>1.3</td><td>Open to Kenyan citizens except employees of the Fund who are directly involved in the disposal proceeding.</td></tr>
<tr><td>7.1</td><td>Tenderers will be required to pay in advance a refundable deposit of 500, 2,500 and 15,000 for Incubator, Motorcycle and Motor vehicle respectively.</td></tr>
<tr><td>8.1</td><td>Tenders should remain valid for 121 days after date of tender opening</td></tr>
<tr><td>1.11</td><td>Evaluation and Comparison of Tenders
<table>
<tr><td>No.</td><td>Mandatory Requirements</td><td>Responsive or Not Responsive</td></tr>
<tr><td>MR1</td><td>Must Submit a copy of Certificate of Registration /Incorporation and a copy of CR12 not older than 4 months and copies of IDs of all the directors and shareholders for a Company or National ID for an Individual</td><td></td></tr>
<tr><td>MR2</td><td>Bidders must submit a valid Tax Compliance Certificate from Kenya Revenue Authority</td><td></td></tr>
<tr><td>MR3</td><td>Must fill the Schedule of items, reserve and bid prices in the format provided.</td><td></td></tr>
<tr><td>MR4</td><td>Must Fill the Form of Tender in the Format provided</td><td></td></tr>
<tr><td>MR5</td><td>Must submit a duly filled Confidential Business Questionnaire Form in the format provided</td><td></td></tr>
<tr><td>MR6</td><td>Must submit Receipt from YEDF as proof of having paid the required deposit. Incubator Kes500,Motorcycle 2,500 and Motor vehicle 15000.</td><td></td></tr>
</table></td></tr>
</table>

| | | | | |
|---|---|---|---|---|
| | MR7 | Must fill the Tender Deposit Commitment Declaration Form in the format provided. | | |
| | MR8 | Must fill the SELF-DECLARATION FORMS SD1 and SD2 in the formats provided. | | |
| | MR9 | Must fill and sign the form of Declaration and Commitment to The Code of Ethics in the format provided | | |
| 17.1 | Award Criteria<br>The Fund will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, which must be higher than reserve price per item. | | | |

NB:

1) Bidding and award is per item.
2) The viewing site is at the respective locations on 18th to 24th November 2026 between 9am-1pm and 2.00pm-4.30pm.
3) Deposit Money should be paid to YOUTH ENTERPRISE DEVELOPMENT FUND EQUITY BANK, COMMUNITY CORPORATE BRANCH, and ACCOUNT NUMBER: **0180299434252**. Bidders must then present the original deposit slips to the Fund's Finance Department and get the Fund's Receipt. The receipt should then be attached to the Bid document as proof of Payment.
4) Successful bidders will be expected to collect their items within 14days after the award; failure to do so will result in forfeiture of the deposit.

## SECTION III - CONDITIONS OF TENDER

1.1 A tenderer may tender for each item or each lot and may tender for as many items or lots she/she wishes.

1.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.

1.3 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 21 days. Failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.

1.4 Tenderers who will not be awarded contracts will be refunded the deposits within fourteen (14) days after notification of the communication of the contract awards.

1.5 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment, failure to which storage charges will be charged as indicated in the appendix to Conditions of Tender.

1.6 The Procuring Entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.

### Appendix to conditions of tender

The following information shall complement, supplement, or amend, the provisions of the conditions of the tender. Whenever there is a conflict between the provisions of the conditions of tender and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the conditions of tender.

| Conditions of tender reference | Particulars of the appendix to Conditions of tender |
|---|---|
| 1.1 | Bidding and award will be per LOT |
| 1.5 | The storage charge will be Kes **500.00** per day after 21 days from the notification of award date. |
| 1.6 | The procuring entity will provide bidders with reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity. |

## SECTION IV - STANDARD FORMS

**Note on Standard Forms**

The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

# 1. Form of Tender

Date:.....

Tender No.....

To: …….....…….…

……..…….....……

[*Name and address of Procuring Entity*]

Gentlemen and/or Ladies:

1. Having examined the tender documents including addenda and having examined the items on sale, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of…….....…….....
[*total tender amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Items and Prices attached here with and made part of this Tender.

2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.

3. We agree to adhere by the tender price for a period of….[*number*] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We understand that you are not bound to accept the highest or any tender that you may receive.

**SCHEDULE OF ITEMS AND PRICES**

| S/NO | ITEM | CHASIS NUMBER | LOCATION | TOTAL RESERVE PRICES (KES) |
|---|---|---|---|---|
| 1. | KBL 982G | 9C2MD28987R201245 | SIAYA | 25,000.00 |
| 2. | KBL 984G | 9C2MD28947R201100 | MERU | 20,000.00 |
| 3. | KBL 988G | 9C2MD28907R201149 | MERU | 25,000.00 |
| 4. | KBQ 822D | 9C2MD2898AR203097 | NAIROBI | 25,000.00 |
| 5. | KBN 303E | 9C2MD28997R201352 | NAKURU | 27,000.00 |
| 6. | KBN 313E | 9C2MD28917R201099 | MERU | 30,000.00 |
| 7. | KBN 314E | 9C2MD28987R201052 | ISIOLO | 27,000.00 |

| | | | | |
|---|---|---|---|---|
| 8. | KBN 318E | 9C2MD28927R201015 | UASIN GISHU | 30,000.00 |
| 9. | KBN 323E | 9C2MD28937R201198 | NYANDARUA | 30,000.00 |
| 10. | KBN 328E | 9C2MD28997R201061 | BARINGO | 27,000.00 |
| 11. | KBN 336E | 9C2MD28907R201241 | KISUMU | 25,000.00 |
| 12. | KBN 371E | 9C2MD28957R201011 | NAIROBI | 30,000.00 |
| 13. | KBN 344E | 9C2MD28957R201350 | HOMABAY | 27,000.00 |
| 14. | KBN 358E | 962MD28997R201285 | LAIKIPIA | 23,000.00 |
| 15. | KBN 370E | 9C2MD2828987R201004 | NAKURU | 23,000.00 |
| 16. | KBQ 830D | 9C2MD2893BR201839 | NYANDARUA | 28,000.00 |
| 17. | KBQ 791D | 9C2MD289XAR203084 | KISII | 25,000.00 |
| 18. | KBQ 783D | 9C2MD2893AR202701 | NANDI | 27,000.00 |
| 19. | KBQ 784D | 9C2MD2893AR203007 | BUSIA | 27,000.00 |
| 20. | KBQ 805D | 9C2MD2895AR203090 | KIRINYAGA | 25,000.00 |
| 21. | KBQ 807D | 962MD289GAR202725 | NYERI | 27,000.00 |
| 22. | KBQ 810D | 9C2MD2898AR203020 | TANA RIVER | 23,000.00 |
| 23. | KBQ 816D | 9C2MD2897AR203107 | KERICHO | 30,000.00 |
| 24. | KBQ 818D | 9C2MD2898AR202984 | KWALE | 27,000.00 |
| 25. | KBQ 819D | 9C2MD2898AR203004 | MURANGA | 30,000.00 |
| 26. | KBQ 821D | 9C2MD2898AR203021 | MERU | 20,000.00 |
| 27. | KBQ 831D | 9C2MD2893BR201873 | LAIKIPIA | 30,000.00 |
| 28. | KBQ 832D | 9C2MD2894BR201820 | EMBU | 25,000.00 |
| 29. | KBQ 833D | 9C2MD289BR201843 | BARINGO | 30,000.00 |
| 30. | KBQ 837D | 9C2MD2895BR201907 | KIRINYAGA | 23,000.00 |
| 31. | KBQ 844D | 9C2MD2898BR201836 | KERICHO | 25,000.00 |
| 32. | KBQ 852D | 9C2MD2891BR202116 | NYANDARUA | 25,000.00 |
| 33. | KBQ 855D | 9C2MD2892BR202108 | KISII | 30,000.00 |
| 34. | KBQ 858D | 9C2MD289XBR202213 | MURANGA | 30,000.00 |

| | | | | |
|---|---|---|---|---|
| 35. | KBQ 861D | C2MD2894BR202112 | BUNGOMA | 23,000.00 |
| 36. | KBQ 864D | 9C2MD2895BR202085 | NAROK | 27,000.00 |
| 37. | KBQ 865D | 9C2MD2895BR202118 | MERU | 27,000.00 |
| 38. | KBQ 871D | 9C2MD2897BR202105 | MERU | 25,000.00 |
| 39. | KBL 997G | 9C2MD289X7R201022 | NAIROBI | 30,000.00 |
| 40. | KBQ 793D | 9C2MD289XAR203148 | MERU | 27,000.00 |
| 41. | KBT 136N | 9CM2D28967R201034 | KIAMBU | 27,000.00 |
| 42. | KBT 606N | LVVDB11B7CD226279 | NAIROBI | 150,000.00 |
| 43. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 44. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 45. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 46. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 47. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 48. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 49. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 50. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 51. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 52. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 53. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |
| 54. | INCUBATOR | N/A | NAIROBI HQ | 3,000.00 |

Dated this _____ day of_____ 20_____

_____ _____

[*Signature*] [*In the capacity of*]

Duly authorized to sign tender for and on behalf of _____

## 2. Confidential Business Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business.
You are advised that it is a serious offence to give false information on this form.
You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business.
You are advised that it is a serious offence to give false information on this form

**Part 1 – General**

Business Name…….....……
LocationofbusinessPremises…….....……Plot No.……
Street/Road……Postal Address…..……...Tel No.……..... Nature of business……..... Current Trade License No.....Expiring date…….....
Maximum value of business which you can handle at any one time Kenya shillings..... (In words) .....
Name of your Bankers ……... Branch …….....……

**Part 2 (a) – Sole Proprietor or Individual**

Your Name in full …….....…… Age ……
Nationality …….....……. Country of origin …….....
Citizenship details *(ID and or Passport Number)* ……..... …….
Name…….....and signature.....

**Part 2 (b) Partnership**

Given details of partners as follows:

| | Name | Nationality | Citizenship Details | Shares |
|---|---|---|---|---|
| 1. | …….....… | | | |
| 2. | …….....… | | | |
| 3. | …….....… | | | |

[Name, Designation and Signature of Tenders Representative in the Company]
Name …….....
Designation.....
Signature and Company stamp or Seal.....

**Part 2 (c) - Registered Company (Private or Public)**

State the nominal and issued capital of company - Nominal Kshs.....
- Issued Kshs.....

Given details of all directors as follows:

| | Name | Nationality | Citizenship Details | Shares |
|---|---|---|---|---|
| 1. | …….....…… | | | |
| 2. | …….....…… | | | |
| 3. | …….....…… | | | |
| 4. | …….....…… | | | |
| 5. | …….....…… | | | |

[Name, Designation and Signature of Tenders Representative in the Company]
Name …….....
Designation .....…….....
Signature and Company stamp or Seal.....

Date ……

## 3. Tender deposit commitment Declaration Form

Tender No. ..... (*As per tender documents)*

As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows: -

| **ITEM No. or Lot No.** | **Item Description** | **Deposit (Kshs.)** | **Receipt No. and Date** |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |

Authorizing Official _____

*(Name)*

Designation: _____

*(Signature)*

_____

*(Date)*

# 4. SELF-DECLARATION FORMS

### 4.1 FORM SD1

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,……., of Post Office Box ……..……. being a resident of …….. in the Republic of ……. do hereby make a statement as follows:-

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ……...…….. (Insert name of the Company) who is a Bidder in respect of **Tender No. ……** for……. (Insert tender title/description) for……. (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

| | | |
|---|---|---|
| …… | ……..... | ……..…… |
| (Title) | (Signature) | (Date) |

Bidder's Official Stamp

**4.2 FORM SD2**

**SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, ……of P. O. Box ……. being a resident of..... …… in the Republic of …….....…….. do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of…….....….. …… *(Insert name of the Company)* who is a Bidder in respect of **Tender No.**..... for …….. *(Insert tender title/description)* for…….....…… *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of……..*(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..*(name of the procuring entity)*.

4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

| | | |
|---|---|---|
| …… | ……..... | …….....…… |
| (Title) | (Signature) | (Date) |

Bidder's Official Stamp

## 5.0 DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ……..... (Person) on behalf of ***(Name of the Business/ Company/Firm***)……..declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory…….....…….

Sign…….....…….....……...
Position…….....……
Office address…….....…….Telephone…….....
E-mail……
Name of the Firm/Company……..... Date…….....……

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name…….....…….

Sign…….....… Date……..……

# LETTER OF NOTIFICATION OF AWARD

*Head paper of the Procuring Entity] [Date]*

To: *[name and address of the Contractor]* This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is here by accepted by…….....….....
*(Name of Procuring Entity).*

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

**OFFERED ITEMS AND PRICES**

| 1 | 2 | 4 | 5 | 6 |
|---|---|---|---|---|
| **Item No.** | **Description of Item** | **Total Quantity** | **Unit price** | **Offered Price** |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| TOTAL PRICE OF ALL ITEMS | | | | |

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

# COPY OF THE LETTER OF NOTIFICATION OF AWARD

(*To be signed by the Purchaser)*
*[Letterhead paper of the Procuring Entity] [Date]*

To: *[name and address of the Purchaser]*

This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is herebyacceptedby……..……. *(name of Procuring Entity)*.

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

**OFFERED ITEMS AND PRICES**

| 1 | 2 | 4 | 5 | 6 |
|---|---|---|---|---|
| **Item No.** | **Description of Item** | **Total Quantity** | **Unit price** | **Offered Price** |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| TOTAL PRICE OF ALL ITEMS | | | | xxxxx |

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity:.....

***Officer(s) to be contacted***

Name of Officer_____

Postal Address_____ Telephone Number_____

Email Address_____

Physical Address (City, Street, Building, Floor number and room number)

_____

***SIGNED BY THE PURCHASER***

I/we, the undersigned accept the award and will execute the sale of the items as per conditions of the award. We understand that the award will remain cancelled and no deposits will be refunded if we do not:

a) Return this letter signed within 14 days; or

b) Pay the balance of the tender amount within fourteen (14) days after notification of the award.

We further understand that if we do not collect the items we have paid for within fourteen (14) days after making the payment, you charge storage charges at rates to be determined by yourselves.

Name of Purchaser_____

Authorized Signature:_____Date_____

REQUEST FOR REVIEW

**FORM FOR REVIEW (r.203 (1)**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**APPLICATION NO……..…….OF…….….20……...**

**BETWEEN**

**……..……...……. APPLICANT**

**AND**

**……RESPONDENT (Procuring Entity)**

Request for review of the decision of the……..…… (Name of the Procuring Entity) of ……dated the…day of …….20…….in the matter of Tender No……..…of ……..20….. for .....(Tender description).

**REQUEST FOR REVIEW**

I/We……,the above named Applicant(s), of address: Physical address…….P. O. Box No……..…. Tel. No……..…..Email ……, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that:

1.

2.

SIGNED ……..….(Applicant) Dated on…….day of ……/……20……..…

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FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on……day of ……....20….……

**SIGNED**

**Board Secretary**